

EXHIBIT A



South Carolina Department of Insurance

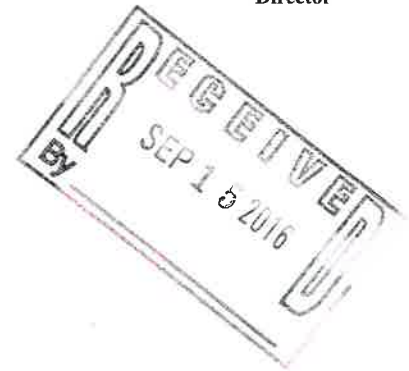
Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

September 12, 2016

NIKKI R. HALEY
Governor

RAYMOND G. FARMER
Director



CERTIFIED MAIL
RETURN RECEIPT REQUESTED
SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY
412 Mt. Kemble Avenue, Suite 300C
Morristown, NJ 07960

Dear Sir:

On September 12, 2016, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to sdubois@doi.sc.gov. When replying, please refer to File Number 163491, Senn Freight Lines, Inc. v. SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, 2016CV3610101067.

By:

Sincerely Yours,

A handwritten signature in black ink, reading "David E. Belton", is located below the "By:" label.

David E. Belton
Senior Associate General Counsel
(803)737-6132

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: Danny Senn
Post Office Box 1191
Newberry, SC 29108

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY2016CV3610101067
CIVIL CASE NUMBERIN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE
SUMMONS AND COMPLAINTSenn Freight Lines, Inc.
P.O. Box 1191Newberry, SC 29108
(803) 321-1611

PLAINTIFF(S)

Vs

Southwest Marine And General
Insurance Company
8601 Scottsdale Road, Suite 300

Scottsdale, AZ 85253

DEFENDANT(S)

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn

says that (s)he served the _____ in this action
(Describe document(s) served)_____ by delivery to
(Name of party served)☐ _____ personally;
(Name of party served)☐ _____ the _____ of the party served,
(Name of person served) (Note relationship to party)

and a person of discretion residing at the residence of the party served;

☐ _____ the _____ of _____
(Name of person served) (Title) (Name of corporate party served)and leaving with ☐ (him) ☐ (her) a copy at _____

(Street address)

_____ County, South Carolina,
(City or Town) _____ County

_____ at _____ o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

☐ Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.Sworn to and Subscribed before me
this _____ day of _____, 20_________
Signature of Deponent_____
Notary Public for South Carolina

My Commission expires _____

Entered in the Sheriff's Service Book on _____
Book _____ Page _____ Number _____Return to:
Newberry Central Traffic Court
3239 Louis Rich Drive
Newberry, SC 29108
Phone: (803) 321-2144
Fax: (803) 321-2172

STATE OF SOUTH CAROLINA)

COUNTY OF NEWBERRY)

2016CV3610101067

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Senn Freight Lines, Inc.

P.O. Box 1191

Newberry, SC 29108

(803) 321-1611

PLAINTIFF(S)

Vs

Southwest Marine And General

Insurance Company

8601 Scottsdale Road, Suite 300

Scottsdale, AZ 85253

DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE: SEE ATTACHED

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Newberry Central Traffic Court

3239 Louis Rich Drive

Newberry, SC 29108

Phone: (803) 321-2144

Fax: (803) 321-2172

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

September 6, 2016

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

SENN FREIGHT LINES, INC.)
PLAINTIFF)
P. O. BOX 1191, HWY 34 - 121)
STREET ADDRESS)
NEWBERRY SC 29108)
CITY STATE ZIP CODE)
803 - 321 - 1611)
TELEPHONE)
VS.)

COMPLAINT

SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY)
DEFENDANT)
8601 SCOTTSDALE ROAD - SUITE 300)
STREET ADDRESS)
SCOTTSDALE AZ 85253)
CITY STATE ZIP CODE)
800-774-2755)
TELEPHONE)

I, Danny Senn - Senn Freight, the plaintiff in this civil action do make the following claims:

1. I believe that the defendant, Southwest Marine and General Insurance Company does business in S. C., including Newberry County, and is regulated by the S.C. Department of Insurance, having jurisdiction in all counties. The plaintiff's contracted agreements were executed in Newberry, S.C., which is within Newberry County's magisterial jurisdiction.

2. I make this complaint on the following:

See Attachment

(Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 6020 and / or other relief as below requested: _____

including and costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful.

DATED: 9-6-16

Senn Freight Lines, Inc.
Danny Senn
Signature of Plaintiff

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

IN THE MAGISTRATE'S COURT
COMPLAINT

Senn Freight Lines, Inc
Plaintiff

vs.

Southwest Marine and General Insurance Company
Defendant

ATTACHMENT TO COMPLAINT

1. In May 2016, Senn Freight Lines, Inc. agreed to haul four loads of cargo from various origin points to various destinations. The loads were tendered by a freight broker identified as Joe Tex, Inc.. Senn agreed to handle the loads for \$5950.00 and received signed confirmation sheets in its Newberry, SC office from the freight broker.
2. Senn extended credit on the \$5950.00 freight charges primarily because the freight broker produced evidence it maintained a \$75,000 surety bond, which is required by Federal regulation to engage in freight broker activity - Senn verified the existence of the surety bond and proper filing with the FMCSA in Washington, DC before hauling the load.
3. The freight broker failed to pay the \$5950.00. After failing to obtain the \$5950.00 debt from the broker, Senn filed a formal claim against the surety bond on 8-26-16. This bond is maintained by Southwest Marine and General Insurance Company, headquartered in Scottsdale, AZ, and is listed as bond #13471.
4. The surety bond is a standard document, written on Federal Form BMC-84, and not subject to interpretation or rejection by the surety, in this case, Southwest Marine and General Insurance Company. The sole purpose in the surety bond is to insure the carrier is paid for its freight charges upon default by the freight broker. The bond language requires the surety to pay the carrier.
5. Southwest Marine and General Insurance Company has failed to pay the \$5950.00 claim despite Senn's repeated demands and repeated production of documents and letters. Southwest Marine and General Insurance Company has breached the provisions required in the bond, is acting in bad faith and has cost Senn additional expenses in producing voluminous documentation, repeatedly, to support the bond claim it continues to refuse to pay. This breach of the bond provision violates several sections of Title 38 - Insurance of the S.C. Code of Laws, entitling Senn to punitive damages.
6. Southwest Marine has operations in S.C. and the surety bond is a public document, effective in all 48 states including S.C. Further, the load confirmations for the broker for the unpaid debt of \$5950.00, were obtained by Senn personnel in Senn's headquarters in Newberry, S.C.

WITH JURISDICTION ESTABLISHED IN NEWBERRY, S.C.

7. Senn outlines its damages as follows:

1) Unpaid claim amount	\$ 5950.00
2) Interest accrued	275.00

Total Damages	\$ 6225.00
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Wherefore, the plaintiff believes, because of the above information, that it is entitled to and do request a judgment for \$6225.00, plus the costs resulting in this action.

9-6-16
Dated

Senn Freight Lines, Inc.
Ray Henry Senn
Signature of Plaintiff

EXHIBITS ATTACHED

Exhibit # 1.....Invoices and load confirmations for \$5950

Exhibit # 2.....Surety Bond, form BMC-84

State of South Carolina
County of Newberry

IN MAGISTRATE'S COURT

Authorization for
Non-Lawyer Representation
To be filed with initial pleading

I the undersigned, as President of Senn Freight Lines, Inc.
(Relationship to Business) (Name of Business)
authorize Danny Senn who is Officer Employee-Agent
(Name of Representative) (Circle One)

as a non-lawyer to represent this business in civil actions for Magistrate's Court in Newberry COUNTY, South Carolina. I acknowledge that the business is legally bound by all actions Undertaken by the representative during the course of the representation, as well as to any Judgment of the Court obtained there from. I further acknowledge that it is my responsibility to Notify the Court of any change in this status of this authorization.

SWORN to and subscribed
Before me, this 5th day of

July, 20 16

Notary Public for South Carolina

My commission Expires: 2-22-2013

Signature

Name (Printed)

Senn Freight Lines Inc.
Business Name and Address P.O. Box 1191

If an Agent, explain nature of relationship:
If Eviction action, Real Estate License #

Newberry, S.C. 29108

NOTE: Please refer to SC Code of Laws, 1976 as amended, 40-5-10 to 380, 33-1-103, and appropriate SC Supreme Court Orders. The practice of law in SC without a license or an exemption is a crime.

Any person bringing or defending a civil action in the Newberry County Magistrate's Court system who is representing another person or business entity must file with each Magistrate's Court an authorization for non-lawyer representation. The forms are available at the various Magistrates' Courts.

Non-attorney practicing law without authorization or exemption may be referred to the SC Attorney General's Office, SC Supreme Court or other appropriate authority for investigation.

Examples would include: 1) Persons preparing actions and/or filing actions and/or Appearing to represent any business entity upon a Summons and Complaint or Claim and Delivery action; 2) Persons appearing to represent individual or business entity landlords (see Landlord/Tenant and Real Estate Acts for exemptions and requirements); and 3) Persons filing for Public Sales for repaired or stored items under section 29-15-10 and sequence.

General Exemptions: Persons representing themselves and a Proprietorship (the owner). There are no exemptions for Partnerships (General; Limited Liability) or Corporations (LLC, PA, PC, Non Profit Corporation) or a Statutory Close Corporation.

SENN FREIGHT LINES, INC.

**P. O. BOX 1191
NEWBERRY, SC 29108**

Invoice

Date	Invoice #
5/16/2016	1604107

Bill To
JOE TEX, INC. email: joetex@joetexusa.com

Ship To
HOPE, AR

P.O. Number	Terms	Ship	Ship Via	F.O.B.
266411	15 DAYS	5/2/2016	312	1601

Quantity	Item	Description	Rate	Amount
	FLAT1	FLAT RATE AS SHOWN PICKUP: PHOENIX, AZ	1,700.00	1,700.00

18% APR (1.5% MONTHLY) ON ALL PAST DUE INVOICES! BROKERS ARE SUBJECT TO AUTOMATIC BOND/TRUST FILING WITHOUT NOTICE AFTER 30 DAYS. NON-PAYMENT WITHIN 45 DAYS WILL RESULT IN REBILLING SHIPPER OR CONSIGNEE!

			Total	\$1,700.00
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
803-321-1611	803-276-2865	acct@sennfreightlines.com	Balance Due	\$1,700.00

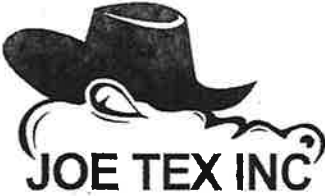
JOE TEX INC.

RATE CONFIRMATION

Pro # 266411

05/02/16

15:03:56



From : WENDYE MORELAND

(903) 270-6266

(903) 422-3098 (c)

(903) 303-5493 fax

To : SENN FREIGHT LINES I (803) 321-1611
 Att : JEREMY (803) 321-1887 fax

MC # 175265

DESCRIPTION : COILS
 PIECES :
 WEIGHT : 45000

TRAILER # :
 DRIVER :
 DRIVER CELL :

SIZE & TYPE : ' FLATBED W/ TARPS

PICKS & STOPS

CITY, STATE

APPT DATE & TIME

P
SPHOENIX AZ
HOPE AR

05/03/16

[DISPATCH NOTES]

LINE HAUL RATE 1700.00

** DECLARED VALUE \$100000.00

FLATBED W/ TARPS

NEED COIL RACKS AND DUNNAGE

CARRIER NEEDS WORKMANS COMP

LOAD 5/3 BY 3PM DEL ASAP

DRIVER CALL WENDYE FOR DISPATCH @

903-270-6266

TOTAL RATE \$ 1700.00

PLEASE SIGN AND EMAIL OR FAX this form back to your dispatcher at Joe Tex Inc. immediately. The driver will not be dispatched to pick up the load until we have this back, it is an extension of our contract. Carrier agrees to be responsible for any fines or charge backs imposed upon Joe Tex Inc for service failures (IE crane appointments, crew charges or rented equipment). Joe Tex Inc is not responsible for overweight fines, it is the drivers responsibility to insure that the vehicle is of legal weight. Additional charges (detention, layover, truck ordered and not used (TORD) must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc.

Any changes to the routing of the load must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc. Directions provided by Joe Tex Inc are for informational purpose only, it is the responsibility of the carrier to verify legal routing or restrictions and to obtain permits and escorts for travel as warranted by law. Carrier agrees that it is their responsibility to ensure driver follows all state, local and federal regulations while transporting this shipment, and that it is solely responsible for any fines, penalties or citations received as a result of operating its vehicle equipment and its contents in any way that may be found to be in violation of any regulations, law or ordinance.

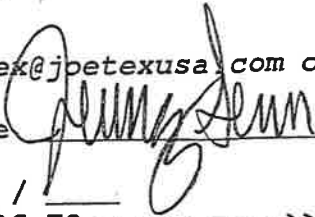
If this load is found to have been double brokered, this agreement will be void and compensation for the load will be paid to the actual transporting carrier.

DRIVER MUST FAX, EMAIL OR TRANSFLO (JTEW) THE SIGNED BILL OF LADING WITHIN 24 HOURS AFTER DELIVERY OR A FINE OF \$25.00 WILL BE CHARGED FOR EACH DAY.

A clear & legible, signed bill of lading (BOL) as proof of delivery having been made, and signed rate confirmation must be returned to Joe Tex Inc before carrier payment will be processed. All paperwork can be faxed to 903-537-2070,

emailed to joetex@joetexusa.com or by sending by transflo to JTEW.

Carrier Signature



Date ____ / ____ / ____

SEND CARRIER BILLS TO ----->>>

Pro # 266411 MUST BE ON YOUR INVOICE

JOE TEX INC.
619 WEST RUTHERFORD
MT VERNON TX 75457

TRAILER No. 1601
 Driver Loaded DAVID
 TRUCK No. 312
 & Picked To HOPE AR City HOPE Miles 312
 Truck No. Delivered 312
 DELIVERED TO (Consignee) New Mill Hope
 STREET ADDRESS HOPE AR
 PICKUP POINT HOPE AR
 DELIVERY POINT HOPE AR
 SHIPPER New Mill Hope
 WAYBILL DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIERS, (I.C.C. RULING) Phoenix AR
 INTERLINE Cost Phoenix AR TARIFF No. Phoenix AR ITEM No. Phoenix AR

Terminal Paid Sheet No. 1601 Contractor Paid Sheet No. 1601
SENN FREIGHT LINES, INC.

Work Order No. 160407
 Driver to call Central Dispatch For Work Order No. 160407
 Failure to do so will be considered illegal movement by the Driver.
 Terminal No. 160407

NO. PKG.	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	RATE	CHARGES	FREIGHT CHARGES TO BE PAID BY:
2	<p>NO SHORTAGES OR DAMAGES 2 COMBIS WE ARE NOTIFIED BEFORE DRIVER LEAVES DELIVERY POINT.</p> <p>SENN SAFETY DEPT. (803) 321-1611</p> <p>Claims must be noted on Face of Freight Bill at time of Acceptance.</p>				<input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE <input type="checkbox"/> SEE SHIPPING ORDER <input type="checkbox"/> OTHER
<p>Received the above property in good condition except as noted.</p> <p>FIRM</p>					<p>FOR OFFICE ONLY</p> <p>Billing Date <u>1/1</u></p> <p>Rules & regulations of the Interstate Commerce Commission requires that Freight Charges must be paid within Seven Days.</p>
<p>White - Company File Copy Yellow - Freight Charge to be paid from this copy Pink - Driver Copy Gold - Consignee Copy</p>					<p>Date Delivered <u>5-3-16</u></p> <p>Driver Delivered <u>160407</u></p>

The carrier agrees to transport the goods described below in accordance with the terms and provisions of the Carrier Agreement in place between the carrier and the shipper (which terms are incorporated herein) and in accordance with all applicable laws, rules, and ordinances.



8200 WOOLERY WAY
FALLON, NEVADA 89406
TEL (775) 867-2130

Bill of Lading No. ⑦

5-3-16

REFER TO THIS NO. WHEN REMITTING

SOLD TO: *New mill Hope*

SHIP TO: *New mill Hope*
3565 highway 32 N.
Hope, AR 71801
870-722-4100

DATE	DELIVERY DATE	DELIVERY TIME	JOB NUMBER	SHIPPER	TRAILER NUMBER
				<i>Jim</i>	

REMARKS:

PIECES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT
JOIST	<u>CUSTOMER SIGNATURE FOR ACCESSORIES</u> DESCRIPTION: _____ LOCATION: _____ DRIVER SIGN: _____ BRIDGING SITE SIGN: _____	
DRIVER COPY		
<i>6/5/16</i>	<i>DECK EOKS</i> <i>15M334607A -</i> <i>GLZR95 -</i>	<i>WT. 28.400 - 31542780</i> <i>WT. 9882 -</i>
RECEIVED ABOVE MATERIAL IN GOOD CONDITION		GROSS WEIGHT:
DRIVER SIGNATURE <i>[Signature]</i>	DATE <i>5-3-16</i>	
CUSTOMER SIGNATURE	DATE	

WE APPRECIATE YOUR BUSINESS AND HOPE TO SERVE YOU AGAIN

White - Customer Copy Yellow - Driver Copy Pink - Finance Copy Gold - Shipping Copy

SENN FREIGHT LINES, INC.

**P. O. BOX 1191
NEWBERRY, SC 29108**

Invoice

Date	Invoice #
6/6/2016	1604870

Bill To
JOE TEX, INC. email: joetex@joetexusa.com

Ship To
CONOVER, NC

P.O. Number		Terms	Ship	Ship Via	F.O.B.
267655		15 DAYS	5/25/2016	921	1660
Quantity	Item	Description	Rate		Amount
	FLAT1	FLAT RATE AS SHOWN PICKUP: PUEBLO, CO	1,700.00		1,700.00

18% APR (1.5% MONTHLY) ON ALL PAST DUE INVOICES! BROKERS ARE SUBJECT TO AUTOMATIC BOND TRUST FILING WITHOUT NOTICE AFTER 30 DAYS. NON-PAYMENT WITHIN 45 DAYS WILL RESULT IN REBILLING SHIPPER OR CONSIGNEE!

Total \$1,700.00

Phone #	Fax #	E-mail	Payments/Credits	\$0.00
803-321-1611	803-276-2865	acct@sennfreightlines.com	Balance Due	\$1,700.00

JOE TEX INC.

RATE CONFIRMATION

Pro # 267655
05/24/16
12:25:15From : PAM MCDANIEL
(903) 270-6238
(903) 975-4886 (c)
(903) 326-0267 fax

To : SENN FREIGHT LINES I (803) 321-1611 MC # 175265
Att : MONICA (803) 321-1887 fax

DESCRIPTION : SLINKY COILS
PIECES : 10
WEIGHT : 46500

TRAILER # :
DRIVER :
DRIVER CELL :

SIZE & TYPE : 48 ' FLATBED W/ TARPS

PICKS & STOPS

CITY, STATE
PUEBLO CO
CONOVER NC

APPT DATE & TIME
05/25/16

LINE HAUL RATE 1500.00
FUEL SURCHARGE 200.00

FLATBED W/4' TARPS
BY 3PM DELIVER ASAP

ID AS JOETEX TRUCK
PRECALL FOR DELIVERY

536920

DRIVER TO CALL PAM FOR DISPATCH 903-270-6238

TOTAL RATE \$ 1700.00

MUST HAVE EMPTY AND LOADED SCALE TICKETS

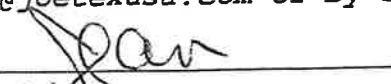
PLEASE SIGN AND EMAIL OR FAX this form back to your dispatcher at Joe Tex Inc. immediately. The driver will not be dispatched to pick up the load until we have this back, it is an extension of our contract. Carrier agrees to be responsible for any fines or charge backs imposed upon Joe Tex Inc for service failures (IE crane appointments, crew charges or rented equipment). Joe Tex Inc is not responsible for overweight fines, it is the drivers responsibility to insure that the vehicle is of legal weight. Additional charges (detention, layover, truck ordered and not used (TORD) must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc.

Any changes to the routing of the load must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc. Directions provided by Joe Tex Inc are for informational purpose only, it is the responsibility of the carrier to verify legal routing or restrictions and to obtain permits and escorts for travel as warranted by law. Carrier agrees that it is their responsibility to ensure driver follows all state, local and federal regulations while transporting this shipment, and that it is solely responsible for any fines, penalties or citations received as a result of operating its vehicle equipment and its contents in any way that may be found to be in violation of any regulations, law or ordinance.

If this load is found to have been double brokered, this agreement will be void and compensation for the load will be paid to the actual transporting carrier. DRIVER MUST FAX, EMAIL OR TRANSFLO (JTEW) THE SIGNED BILL OF LADING WITHIN 24 HOURS AFTER DELIVERY OR A FINE OF \$25.00 WILL BE CHARGED FOR EACH DAY. A clear & legible, signed bill of lading (BOL) as proof of delivery having been made, and signed rate confirmation must be returned to Joe Tex Inc before

carrier payment will be processed. All paperwork can be faxed to 903-537-2070,
emailed to joetex@joetexusa.com or by sending by transflo to JTEW.

Carrier Signature



Date

5 / 31 / 16

SEND CARRIER BILLS TO ----->>>

Pro # 267655 MUST BE ON YOUR INVOICE

JOE TEX INC.
619 WEST RUTHERFORD
MT VERNON TX 75457

Terminal Paid Sheet No. 1660 Contractor Paid Sheet No. 11004870**SENN FREIGHT LINES, INC.**
 TRAILER No. 1660
 Driver Loaded Soyge Sanchez
 TRUCK No. 981
 & Pulled To Conover nc City nc Miles 981

 Truck No. Delivered 981 Miles 981
 DELIVERED TO (Consignee) HS wire Technology 1115 Farrington ST conover nc
 PICK UP POINT nc

STREET ADDRESS

DELIVERY POINT

DATE LOADED

 SHIPPER Evraz 1612 E Abriendo Ave Pueblo Colorado
 WAYBILL DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIERS, (I.C.C. RULING)

 INTERLINE Cost nc TARIFF No. nc ITEM No. nc
 Rate Base No. E or MILES L

NO. PKG.	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	RATE	CHARGES	FREIGHT CHARGES TO BE PAID BY:
	NO SHORTAGES OR DAMAGES WILL BE ALLOWED UNLESS WE ARE NOTIFIED BEFORE DRIVER LEAVES DELIVERY POINT.				<input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE <input type="checkbox"/> SEE SHIPPING ORDER <input type="checkbox"/> OTHER
	SENN SAFETY DEPT. (803) 321-1611 BY <u>AVOUN SANCHEZ</u> Claims must be noted on Face of Freight Bill at time of Acceptance.				FOR OFFICE ONLY Billing Date <u>5/31/16</u> Rules & regulations of the Interstate Commerce Commission requires that Freight Charges must be paid within Seven Days.

Received the above property in good condition except as noted.

FIRM

White - Company File Copy

Yellow - Freight Charge to be paid from this copy

BY AVOUN SANCHEZ

Pink - Driver Copy

Gold - Consignee Copy

Date Delivered 5/31/16Driver Delivered Soyge Sanchez

EVRAZ
Evraz Rocky Mountain Steel
1612 East Abriendo Avenue
Pueblo, Colorado 81004

SHIPPING MANIFEST BILL OF LADING

LD # 267655 Page 1 of 2
Bill of Lading #: 681351

Ship Date: 25-MAY-16

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation of possession of the property under the contract), agrees to carry to its usual place of delivery at said destination. If on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at the time, interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification of tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. Material as covered by this B/L has been placed on the truck specifically under driver's instructions and must be protected from weather in transit.

Bill To:

HICKORY SPRINGS MANUFACTURING COMPANY
PO BOX 819
HICKORY, NC 28603-0819

Ship To:

HICKORY SPRINGS MANUFACTURING COMPANY
HS WIRE TECHNOLOGY
1115 FARRINGTON ST
Phone: 828-328-2201
CONOVER, NC 28613
ATTN: KAY HARWELL

CARRIER JOE TEX INC		SALES PERSON STEPHEN JUREWICZ		TERMS 1% 10 Net 30	
TRANS ROD	CUSTOMER NO 100517	DATE 25-MAY-16	SHIPPER'S BOL NO 681351	CUST.ORD.DATE 22-APR-16	
CUSTOMER ORDER# 742643	DATE ENTERED 22-APR-16	RM STEEL ORDER # 1437252	FAX NO	BATCH NO 3203523	
R.S.D. 22-APR-16	ROUTE TRUCK LOAD	FREIGHT TERMS Prepaid		SHIP MODE T/L	MIN WEIGHT 47000
TOTAL ITEMS 1	PAGE 1	FOB MILL	LOAD NO 3197427	DATE SHIPPED 25-MAY-16	TOTAL WEIGHT 45,622.0000
ITEM	DESCRIPTION & SPECIFICATION			QTY(SO UOM)	WEIGHT(LBS)
1	77188383 9/32" (.281), TC6570, 4600 LBS APPROX, HIGH CARBON ROD Container : SENN 408 UOM/Qty : 10 Heat # : 586936			45,622.0000 LB	45,622.0000

Must be suitable for mechanical descale.

Part # 369365

Jake D. Sheehan Jr.
JAKE D. Sheehan Jr.
05/31/16

TARP REQUIRED

This shipment is correctly described. Correct weight is shown here on in column provided for the purpose.

Subject to verification of the governing weighing and in section bureau according to agreement.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is a "carrier's or shipper's weight."

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

The freight is from _____ to _____ is _____ in cents per 100 lbs.

C.O.D.

Amount \$ _____

Carrier Signature	Shipping Signature	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, or the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	
		Consignor Signature	Agent

EVRAZ
 Evraz Rocky Mountain Steel
 1612 East Abriendo Avenue
 Pueblo, Colorado 81004

SHIPPING MANIFEST BILL OF LADING

Bill of Lading #: 681351

Ship Date: 25-MAY-16

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation of possession of the property under the contract), agrees to carry to its usual place of delivery at said destination. If on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at the time, interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification of tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. Material as covered by this B/L has been placed on the truck specifically under driver's instructions and must be protected from weather in transit.

Bill To:

HICKORY SPRINGS MANUFACTURING COMPANY
 PO BOX 819
 HICKORY, NC 28603-0819

Ship To:

HICKORY SPRINGS MANUFACTURING COMPANY
 HS WIRE TECHNOLOGY
 1115 FARRINGTON ST
 Phone: 828-328-2201
 CONOVER, NC 28613
 ATTN: KAY HARWELL

CARRIER JOE TEX INC		SALES PERSON STEPHEN JUREWICZ		TERMS 1% 10 Net 30	
TRANS ROD	CUSTOMER NO 100517	DATE 25-MAY-16	SHIPPER'S BOL NO 681351	CUST.ORD.DATE 22-APR-16	
CUSTOMER ORDER# 742643	DATE ENTERED 22-APR-16	RM STEEL ORDER # 1437252	FAX NO	BATCH NO 3203523	
R.S.D. 22-APR-16	ROUTE TRUCK LOAD	FREIGHT TERMS Prepaid	SHIP MODE T/L	MIN WEIGHT 47000	
TOTAL ITEMS 1	PAGE 2	FOB MILL	LOAD NO 3197427	DATE SHIPPED 25-MAY-16	TOTAL WEIGHT 45,622.0000
ITEM	DESCRIPTION & SPECIFICATION			QTY(SO UOM)	WEIGHT(LBS)
E-MAIL SHIPPING PAPERS TO BKHARWELL@HICKORYSPRINGS.COM, JHSmyre@HickorySprings.com					

This shipment is correctly described. Correct weight is shown here on in column provided for the purpose.

Subject to verification of the governing weighing and in section bureau according to agreement.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is a "carrier's or shipper's weight."

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

The freight is from _____ to _____ is _____ in cents per 100 lbs.

C.O.D.**Amount \$** _____

Carrier Signature	Shipping Signature	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, or the consignor shall sign the following statements:	
		The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	
		Consignor Signature	Agent

SENN FREIGHT LINES, INC.

**P. O. BOX 1191
NEWBERRY, SC 29108**

Invoice

Date	Invoice #
6/3/2016	1605062

Bill To
JOE TEX, INC. email: joetex@joetexusa.com

Ship To
SPARTANBURG, SC

P.O. Number		Terms	Ship	Ship Via	F.O.B.
267988		15 DAYS	5/31/2016	306	1649
Quantity	Item	Description		Rate	Amount
	FLAT1	FLAT RATE AS SHOWN PICKUP: PARIS, TX		1,600.00	1,600.00

18% APR (1.5% MONTHLY) ON ALL PAST DUE INVOICES! BROKERS ARE SUBJECT TO AUTOMATIC BOND/TRUST FILING WITHOUT NOTICE AFTER 30 DAYS. NON-PAYMENT WITHIN 45 DAYS WILL RESULT IN REBILLING SHIPPER OR CONSIGNEE!

			Total	\$1,600.00
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
803-321-1611	803-276-2865	acct@sennfreightlines.com	Balance Due	\$1,600.00

From Aljex Software

Tue 31 May 2016 10:35:55 AM EDT

Page 1 of 2

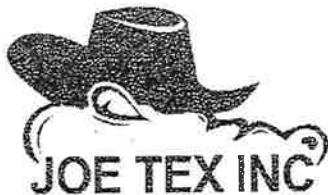
JOE TEX INC.

RATE CONFIRMATION

Pro # 267988

05/31/16

10:35:47



From : MARK HOSTERMAN
 (903) 270-6265 x 204
 (903) 563-3674 (c)
 (903) 537-2070 fax

To : SENN FREIGHT LINES I (803) 321-1611
 Att : JEREMY (803) 321-1887 fax

MC # 175265

DESCRIPTION : GLASS BEADS
 PIECES :
 WEIGHT : 45000

TRAILER # :
 DRIVER :
 DRIVER CELL :

SIZE & TYPE : 48 ' FLATBED W/ TARPS

PICKS & STOPS

CITY, STATE

APPT DATE & TIME

P
S

PARIS TX
 SPARTANBURG SC

05/31/16

[DISPATCH NOTES]

LINE HAUL RATE 1450.00
 FUEL SURCHARGE 150.00 FLATBED W/ TARPS

536920

TOTAL RATE \$ 1600.00

PLEASE SIGN AND EMAIL OR FAX this form back to your dispatcher at Joe Tex Inc. immediately. The driver will not be dispatched to pick up the load until we have this back, it is an extension of our contract. Carrier agrees to be responsible for any fines or charge backs imposed upon Joe Tex Inc for service failures (IE crane appointments, crew charges or rented equipment). Joe Tex Inc is not responsible for overweight fines, it is the drivers responsibility to insure that the vehicle is of legal weight. Additional charges (detention, layover, truck ordered and not used (TORD) must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc.

Any changes to the routing of the load must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc. Directions provided by Joe Tex Inc are for informational purpose only, it is the responsibility of the carrier to verify legal routing or restrictions and to obtain permits and escorts for travel as warranted by law. Carrier agrees that it is their responsibility to ensure driver follows all state, local and federal regulations while transporting this shipment, and that it is solely responsible for any fines, penalties or citations received as a result of operating its vehicle equipment and its contents in any way that may be found to be in violation of any regulations, law or ordinance.

If this load is found to have been double brokered, this agreement will be void and compensation for the load will be paid to the actual transporting carrier. DRIVER MUST FAX, EMAIL OR TRANSFLO (JTEW) THE SIGNED BILL OF LADING WITHIN 24 HOURS AFTER DELIVERY OR A FINE OF \$25.00 WILL BE CHARGED FOR EACH DAY. A clear & legible, signed bill of lading (BOL) as proof of delivery having been made, and signed rate confirmation must be returned to Joe Tex Inc before carrier payment will be processed. All paperwork can be faxed to 903-537-2070,

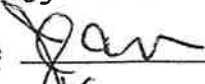
From Aljex Software

Tue 31 May 2016 10:35:55 AM EDT

Page 2 of 2

emailed to joetex@joetexusa.com or by sending by transflo to JTEW.

Carrier Signature



Date

5 / 31 / 16

SEND CARRIER BILLS TO ----->>>

Pro # 267988 MUST BE ON YOUR INVOICE

JOE TEX INC.
619 WEST RUTHERFORD

MT VERNON TX 75457

Terminal Paid Sheet No. _____ Contractor Paid Sheet No. _____
SENN FREIGHT LINES, INC.

TRAILER No. 1649
 Driver Loaded K. Fletcher
 TRUCK No. 306
 & Pulled To Southbury CT City
 Truck No. Delivered 306 Miles

DELIVERED TO (Consignee)
Southern Steels
 SHIPPER
Patterson Ind.

STREET ADDRESS
Rogers Dr
 PICK UP POINT
Pears Dr

DELIVERY POINT
Stella's Furnace

DATE LOADED

SHIPPER'S No.

WAYBILL DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIERS, (I.C.C. RULING)

INTERLINE Cost

ITEM No.

Rate

Base No. E

or MILES L

NO. PKG.	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	TARIFF No.	RATE	CHARGES	FREIGHT CHARGES TO BE PAID BY:
20	<p>NO SHORTAGES OR DAMAGES WILL BE ALLOWED UNLESS WE ARE NOTIFIED BEFORE DRIVER LEAVES DELIVERY POINT.</p> <p>SENN SAFETY DEPT. (803) 321-1611</p> <p>Claims must be noted on Face of Freight Bill at time of Acceptance.</p>	<p>OPERATOR DOUBLE CHECK YOUR WT.</p>				<input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE <input type="checkbox"/> SEE SHIPPING ORDER <input type="checkbox"/> OTHER
						FOR OFFICE ONLY Billing Date / / Rules & regulations of the Interstate Commerce Commission requires that Freight Charges must be paid within Seven Days.

Received the above property in good condition except as noted.

FIRM

BY

White - Company File Copy Yellow - Freight Charge to be paid from this copy Pink - Driver Copy Gold - Consignee Copy

Prosser

Date Delivered

Driver Delivered

K. Fletcher

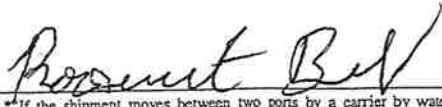
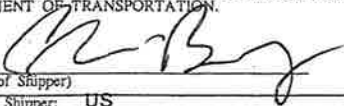

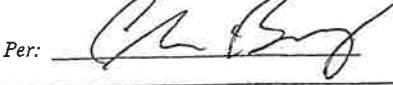
Work Order No. 11050602
 Driver to call Central Dispatch For Work Order No.
 Failure to do so will be considered illegal movement by the Driver.

Terminal No.

STRAIGHT BILL OF LADING - SHORT FORM Original Not Negotiable

FROM: Potters Industries LLC		Loading point: Shipping Point: 527 Paris, TX		B/I Number: 81223221	
				Ship Date: 05/31/2016	
				CUSTOMER PO NUMBER: DISTRICT 3 BOND	
				Order #: 1146586	
Consigned to: DAYS INN SOUTHERN STATES PAVEMENT MA 115 ROGERS COMMERCE BLVD SPARTANBURG SC 29316		The property described below, in apparent good order, except as noted (contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.			
		Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Potters Industries LLC		Prepaid/Collect: Prepaid Freight	
		Prepaid Freight bill to be remitted to:		POTTERS INDUSTRIES C/O WILLIAMS AND ASSOCIATES 405 EAST 78TH STREET BLOOMINGTON MN 55420-1251	
		RECEIVED, subject to the classification and tariffs in effect on the date of issue of this Bill of Lading			
Routing: jtew					

Item	Quantity or Net Weight	HM	Gross Weight	Description/Material Number
				Delivery date: 06/03/2016 Friday
000010	44,000.000 LB		44,088.000 LB	SC E16 (TYPE 4) AC35 80% TW 2200 DM 616858 P.O. Rel # 2 LOT PA-H-042516-16 RACK 01-20
			45,288.000 LB	
Pallets: 00020 Pallets Weight: 01200 Lading Weight FLATBED SIDE-LOADED AND TARPED. CONTACT: MR. ALLEN JOHNSON 904-616-6474				

Vehicle ID #:		Seal NOS:	
*THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.			
Per:  (Signature of Shipper)		*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "Carrier's or shipper's weight." The released value of the within described property is hereby specifically stated by the shipper to be not exceeding the restricted or limited valuation and subject to the terms and conditions as stated in the tariff or classification which results in the lowest transportation charges on the date of shipment.	
Address of Shipper: US Potters Industries LLC 1601 19th Street Paris TX 75460 903-785-1633		Per:  Date: 5/31/16 (Signature of Agent/Driver)	
		Per:  (Signature of Shipper)	
		Page 1 of 1	

SENN FREIGHT LINES, INC.**P. O. BOX 1191
NEWBERRY, SC 29108****Invoice**

Date	Invoice #
5/24/2016	1604355

Bill To
JOE TEX, INC. email: joetex@joetexusa.com

Ship To
SIMPSONVILLE, SC

P.O. Number		Terms	Ship	Ship Via	F.O.B.
266992		15 DAYS	5/11/2016	507	1649
Quantity	Item	Description	Rate		Amount
	FLAT1	FLAT RATE AS SHOWN PICKUP: MECHANICSVILLE, MD DAVE WALKER	950.00		950.00

18% APR (1.5% MONTHLY) ON ALL PAST DUE INVOICES! BROKERS ARE SUBJECT TO AUTOMATIC BOND/TRUST FILING WITHOUT NOTICE AFTER 30 DAYS. NON-PAYMENT WITHIN 45 DAYS WILL RESULT IN REBILLING SHIPPER OR CONSIGNEE!

Total \$950.00

Phone #	Fax #	E-mail
803-321-1611	803-276-2865	acct@sennfreightlines.com

Payments/Credits \$0.00**Balance Due** \$950.00

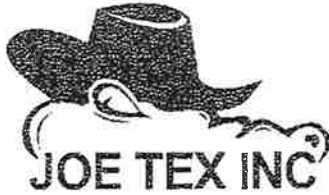
JOE TEX INC.

RATE CONFIRMATION

Pro # 266992

05/10/16

11:06:33



From : WENDYE MORELAND

(903) 270-6266

(903) 422-3098 (c)

(903) 303-5493 fax

To : SENN FREIGHT LINES I (803) 321-1611
 Att : MONICA (803) 321-1887 fax

MC # 175265

DESCRIPTION : 12X4X40 BRIDGE MAT
 PIECES : 4
 WEIGHT : 47500

TRAILER # :
 DRIVER :
 DRIVER CELL :

SIZE & TYPE : 48 ' FLATBED

PICKS & STOPS

CITY, STATE

APPT DATE & TIME

P MECHANICSVILLE MD
 S SIMPSONVILLE SC

05/10/16

[DISPATCH NOTES]

LINE HAUL RATE 950.00

** DECLARED VALUE \$50000.00

FLATBED-MUST HAVE DUNNAGE & PPE. MAKE SURE TRUCK IS LOADED WITH THE
 CORRECT SIZE/COUNT & GIVEN BOL TO DELIVER WITH--DONT USE ANYTHING EL
 E & DONT WRITE SHIPPER'S NAME OR ADDRESS ON IT (BLIND SHIPMENT)
 LOAD 5/10 BY 330PM DELIVER 5/11 AM
 DRIVER CALL WENDYE FOR DISPATCH @ 903-270-6266

TOTAL RATE \$ 950.00

PLEASE SIGN AND EMAIL OR FAX this form back to your dispatcher at Joe Tex Inc. immediately. The driver will not be dispatched to pick up the load until we have this back, it is an extension of our contract. Carrier agrees to be responsible for any fines or charge backs imposed upon Joe Tex Inc for service failures (IE crane appointments, crew charges or rented equipment). Joe Tex Inc is not responsible for overweight fines, it is the drivers responsibility to insure that the vehicle is of legal weight. Additional charges (detention, layover, truck ordered and not used (TORD) must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc.

Any changes to the routing of the load must be preapproved & in writing via a revised rate confirmation from Joe Tex Inc. Directions provided by Joe Tex Inc are for informational purpose only, it is the responsibility of the carrier to verify legal routing or restrictions and to obtain permits and escorts for travel as warranted by law. Carrier agrees that it is their responsibility to ensure driver follows all state, local and federal regulations while transporting this shipment, and that it is solely responsible for any fines, penalties or citations received as a result of operating its vehicle equipment and its contents in any way that may be found to be in violation of any regulations, law or ordinance.

If this load is found to have been double brokered, this agreement will be void and compensation for the load will be paid to the actual transporting carrier.

DRIVER MUST FAX, EMAIL OR TRANSFLO (JTEW) THE SIGNED BILL OF LADING WITHIN 24 HOURS AFTER DELIVERY OR A FINE OF \$25.00 WILL BE CHARGED FOR EACH DAY.

A clear & legible, signed bill of lading (BOL) as proof of delivery having been made, and signed rate confirmation must be returned to Joe Tex Inc before carrier payment will be processed. All paperwork can be faxed to 903-537-2070,

From Aljex Software

Tue 10 May 2016 11:06:46 AM EDT

Page 2 of 2

emailed to joetex@joetexusa.com or by sending by transflo to JTEW.

Carrier Signature

Date

5 / 10 / 16

SEND CARRIER BILLS TO ----->>>

Pro # 266992 MUST BE ON YOUR INVOICE

JOE TEX INC.
619 WEST RUTHERFORD

MT VERNON TX 75457

Buckeye Mats

BILL OF LADING

MOTOR CARRIER

SUN

TRUCK NO

507

SHIP DATE

5/10/2016

TRAILOR NO

1649

DELIVERY INFO

SHIP TO CITY / STATE	
Simpsonville, SC	11162

PRODUCT INFORMATION

QTY	SIZE	ITEM DESCRIPTION
4	12"X4'X40'	NEW HARDWOOD NOTCHED
		CUSTOMER PO# 110-ESC
4	TOTAL MATS	

SHIPPER SIGNATURE

Stephen A. Ziegler

DATE

5-10-16

DRIVER SIGNATURE

[Signature]

DATE

RECEIVER SIGNATURE

[Signature]

DATE

5-11-16

According to the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to Federal Motor Carrier Safety Administration, 400 7th St. SW, Washington, DC 20590.

Form BMC-84

Approved by OMB

2126-0017

Expires: ~~09/30/2016~~

License No.

MC- ~~123456789~~

FILER FMCSA

ACCOUNT NO. _____

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we _____

(Name of Property Broker)

of _____

(State)

(City)

(State)

(Zip code)

as PRINCIPAL (hereinafter called Principal), and _____

(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of _____ (hereinafter called Surety) are held and

(State or District of Columbia)

firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the _____ day of _____, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the _____ day of _____, 19____.

SURETY

Name: _____

[SEAL]
Address _____

Telephone No. ()

By _____

(Signature and Title)

Signature and Title _____

Signature and Title

Witness _____